

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re	:		Chapter 11
	:		
24 HOUR FITNESS	:		Case No. 20-11558 (KBO)
WORLDWIDE, INC., <i>et al.</i> ,	:		
	:		(Jointly Administered)
Debtors. ¹	:		
	:		Related Docket Nos. 17, 136 & 433
	:		Hearing Date: July 14, 2020 at 11:00 a.m. (ET)

**JOINDER OF W HAWTHORNE, LLC TO LIMITED OBJECTION
OF BRIXMOR OPERATING PARTNERSHIP LP, CENTENNIAL REAL ESTATE
COMPANY, LLC, CENTERCAL PROPERTIES, LLC, CITIVEST COMMERCIAL
INVESTMENTS, LLC, FEDERAL REALTY INVESTMENT TRUST, GERRITY
GROUP, GS PACIFIC ER LLC, HOUSTON WILLOWBROOK LLC, PGIM REAL
ESTATE, REALTY INCOME CORPORATION, SEVEN HILLS PROPERTIES 31, LLC,
SHOPONE CENTERS REIT INC., STARWOOD RETAIL PARTNERS, LLC, AND THE
MACERICH COMPANY TO MOTION OF DEBTORS FOR ENTRY OF INTERIM AND
FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION
FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL,
(III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE
EXPENSE CLAIMS, (IV) GRANTING ADEQUATE PROTECTION TO PREPETITION
LENDERS, (V) MODIFYING THE AUTOMATIC STAY, (VI) SCHEDULING
A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF**

W Hawthorne, LLC (“W Hawthorne”), a party-in-interest in the above-captioned bankruptcy cases of 24 Hour Fitness Worldwide, Inc., *et al.* (the “Debtors”), in response to the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are 24 Hour Holdings II LLC (N/A); 24 Hour Fitness Worldwide, Inc. (5690); 24 Hour Fitness United States, Inc. (8376); 24 Hour Fitness USA, Inc. (9899); 24 Hour Fitness Holdings LLC (8902); 24 San Francisco LLC (3542); 24 New York LLC (7033); 24 Denver LLC (6644); RS FIT Holdings LLC (3064); RS FIT CA LLC (7007); and RS FIT NW LLC (9372). The Debtors’ corporate headquarters and service address is 12647 Alcosta Blvd., Suite 500, San Ramon, CA 94583.

Lenders, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief [Docket No. 17] (the “DIP Financing Motion”), respectfully states as follows:

1. W Hawthorne was landlord to debtor 24 Hour Fitness USA, Inc. (the “Debtor”) pursuant to that certain lease agreement (the “Lease”) dated December 22, 2003, whereby, the Debtor leased commercial retail space in a shopping center referred to as Hawthorne Exchange Retail Center, located at 2831 West 120th Street, Hawthorne, California 90250.

2. For the reasons stated therein, W Hawthorne hereby joins in, incorporates by reference, and adopts the objections in the *Limited Objection of Brixmor Operating Partnership LP, Centennial Real Estate Company, LLC, CenterCal Properties, LLC, Citivest Commercial Investments, LLC, Federal Realty Investment Trust, Gerrity Group, GS Pacific ER LLC, Houston Willowbrook LLC, PGIM Real Estate, Realty Income Corporation, Seven Hills Properties 31, LLC, ShopOne Centers REIT Inc., Starwood Retail Partners, LLC, and The Macerich Company to Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition Lenders, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 433] (the “Limited Objection”).

3. In addition to the foregoing joinder, W Hawthorne further joins in any other objections filed by the Debtors’ landlords or former landlords to the extent such objections are not inconsistent with the Limited Objection or this Joinder.

4. W Hawthorne reserves its rights to amend and/or supplement this Joinder, to introduce evidence in support of this Joinder, to make such other and further objections as may be necessary, to be heard at any hearing with respect to these matters, and/or to seek additional relief, including, without limitation, adequate protection. In this regard, the Lease terminated prior to the commencement of the Debtor's bankruptcy case and W Hawthorne has sought relief to that effect confirming that the automatic stay does not apply.

WHEREFORE, W Hawthorne respectfully requests that the Court deny the approval of the final order approving the DIP Financing Motion, or enter an order granting relief consistent with this Joinder and the Limited Objection; and grant any further relief the Court may deem just and proper.

Dated: July 10, 2020
Wilmington, Delaware

WOMBLE BOND DICKINSON (US) LLP

/s/ Matthew P. Ward

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